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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

HAYWARD INDUSTRIES, INC.

Plaintiff,

V.

ASIA CONNECTION, LLC,

Defendant.

Civil Action No. 14-3920 (FSH)
(MAH)

CONSENT PERMANENT INJUNCTION

THIS MATTER having been opened to the Court by Plaintiff Hayward Industries, Inc. (“Hayward” or “Plaintiff”), upon the filing of a Complaint alleging that defendant Asia Connection, LLC (“Defendant”) has engaged in acts of trade

dress infringement, unfair competition, false designation of origin, passing off, and copyright infringement under federal law, the laws of the State of New Jersey, and common law with respect to Plaintiff's AQUARITE® Trade Dress, as defined in the Complaint which is attached hereto as Exhibit 1, and depicted in Exhibit A to the Complaint; and

Defendant acknowledging the validity and distinctiveness of the AQUARITE® Trade Dress and Plaintiff's ownership of and rights therein, but expressly denying any and all allegations of unlawful conduct; and

Plaintiff and Defendant having resolved their differences, and it appearing that the parties, by their undersigned counsel or other representatives, have agreed to the form and entry of the within Consent Permanent Injunction and Order; and for good cause shown;

IT IS on this 4th day of February, 2015,

ORDERED THAT:

(1) Defendant, and all individuals acting in concert or participating with Defendant, upon notice, are hereby permanently enjoined from:

- (a) Using in any manner, including, without limitation, producing, ordering, purchasing, importing, advertising, marketing, promoting, displaying, selling, distributing, shipping,

delivering, returning, or otherwise disposing of in any manner, including, without limitation, over the Internet (or any direct or indirect efforts in relation to any of the foregoing) any and all products bearing (i) the Infringing Trade Dress, as defined in the Complaint and depicted in Exhibit D to the Complaint, in its current configuration, including but not limited to the component configuration of the Infringing Control Unit; or (ii) any trade dress that is confusingly similar to the AQUARITE® Trade Dress, including but not limited to the component configuration of the AQUARITE® Control Unit, as defined in the Complaint and depicted in Exhibit A to the Complaint;

- (b) Reproducing, publishing, distributing, displaying or selling (including, without limitation, over the Internet) any manual, including but not limited to the Infringing Manual, as defined in the Complaint and attached as Exhibit E to the Complaint, that copies, reproduces, incorporates or uses any portion of the Hayward Manual, as defined in the Complaint and attached as Exhibit B to the Complaint, or any portion of the works that are the subject of the Hayward Copyrights, as defined in the

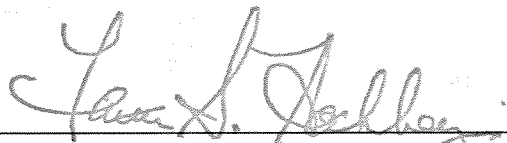
Complaint and attached as Exhibit C to the Complaint;

- (c) Passing off, inducing, or enabling others to sell or pass off any products that do not emanate from Hayward or that are not distributed under the control and supervision of Hayward and approved by Hayward for sale that bear the AQUARITE® Trade Dress, the Infringing Trade Dress, or any other confusingly similar trade dress, as products distributed by or with the approval of Hayward;
- (d) Committing any act calculated to cause purchasers to falsely believe that Defendant's products are those sold under the control and supervision of Hayward, or are sponsored, approved or connected with, guaranteed, warranted, or produced under the control and supervision of Hayward;
- (e) Further infringing the AQUARITE® Trade Dress and damaging Hayward's goodwill and business reputation; and
- (f) Assisting, aiding or abetting any other person or entity in engaging or performing any of the activities referred to in paragraphs (a) through (e) above.

(2) Defendant represents that it has destroyed (i) any circulars, price lists, labels, printing plates for labels, signs, prints, wrappers, receptacles, advertising matter, promotional and other material depicting the Infringing Trade Dress; and (ii) any copies of the Infringing Manual.

(3) Defendant represents that it has provided to Hayward the names and addresses of all entities and individuals who have supplied Defendant with products bearing the Infringing Trade Dress and who have purchased products bearing the Infringing Trade Dress and have received the Infringing Manual from Defendant.

(4) In accordance with the terms of the Settlement Agreement between the parties, Defendant shall immediately remove all images of any products bearing the Infringing Trade Dress from all websites under its control.



HON. FAITH S. HOCHBERG
United States District Judge

WE HEREBY CONSENT TO THE FORM AND ENTRY OF THE FOREGOING
CONSENT PERMANENT INJUNCTION:

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